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arises upon shipment which survives whatever the outcome of the voyage. *National, etc. Co. v. International Paper Co.*, 241 Fed. 861. Revival of the lien, however, depends on the existence of a new contract, express or implied from the circumstances, to substitute the carriage effected for that originally agreed upon. *Caze & Richaud v. Baltimore Ins. Co.*, 7 Cranch (U. S.) 358; *St. Enoch Shipping Co. v. Phosphate Mining Co.*, *supra*. As no such agreement can be implied in the principal case, the result seems sound.

CARRIERS — PERSONAL INJURIES TO PASSENGERS — TEMPORARY ABSENCE AS AFFECTING STATUS OF PASSENGERS — DUTY OF CARE. — Plaintiff, a passenger on defendant's train, alighted at a way station to obtain breakfast. Upon attempting to reënter her car, she fell and was injured. The car had not been brought opposite the station platform. *Held*, that a passenger while off the train is owed only reasonable care, although entitled to the highest degree of care while riding, and that plaintiff may recover. *Sellers v. Southern Pacific R. Co.*, 166 Pac. 599 (Cal.).

Persons who alight from the conveyance of a carrier for a temporary and reasonable purpose are frequently said to retain their status as passengers. *Alabama, etc. R. Co. v. Coggins*, 88 Fed. 455; *Tompkins v. Boston El. R. Co.*, 201 Mass. 114, 87 N. E. 488. See 2 HUTCHINSON, CARRIERS, § 1012. The distinction is often drawn, as in the principal case, between the degree of care owed by a carrier to its passengers in course of transportation, and that owed to passengers while off the conveyance. *Kelly v. Manhattan R. Co.*, 112 N. Y. 443, 20 N. E. 383; *Moreland v. Boston, etc. R. Co.*, 141 Mass. 31, 6 N. E. 225. Occasionally a carrier has been held to the highest degree of care in all its relations with passengers. *Brackett v. Southern R. Co.*, 88 S. C. 447, 70 S. E. 1026. See *Atchison, etc. R. Co. v. Shean*, 18 Colo. 368, 371, 33 Pac. 108, 109. Opposing these are authoritative statements pronouncing degrees of care unscientific and impractical. *Raymond v. Portland R. Co.*, 100 Me. 529, 62 Atl. 602; *Milwaukee, etc. R. Co. v. Arms*, 91 U. S. 489. See 6 ALB. L. J. 313, 314; 18 HARV. L. REV. 536. The care exacted in any situation should be expressed as that care which a reasonable person would use under those circumstances. The amount of effort required to attain this standard will of course vary with the circumstances, but the result is always reasonable care. The distinction, which the court in the principal case attempts to draw, therefore, seems unsound. It would further seem that the category of passengers that the courts attempt to create in these cases is an unnecessary one, and that the result should be reached on pure tort principles. Where the injury is the result of a condition of the premises, and in some jurisdictions where it is the result of negligent management of an active force, this would involve the question of whether the plaintiff is an invitee or a mere licensee.

CONFLICTS OF LAWS — REMEDIES — RIGHTS OF ACTION — RIGHT OF A CONSIGNEE TO RECOVER FOR MENTAL ANGUISH CAUSED BY CARRIER'S NEGLIGENCE. — The corpse of plaintiff's brother was shipped from Kansas consigned to her in Alabama. Through the negligence of defendant carrier, rain was allowed to fall on it at the place of delivery, and plaintiff sought damages for the mental anguish caused by this. *Held*, that she could not recover. *Deavors v. Southern Express Co.*, 76 So. (Ala.) 288.

The court goes on the theory that the injury resulted from the breach of a contract for interstate shipment, governed by federal laws, and that damages for mental anguish are not recoverable for such a breach. *Western Union Telegraph Co. v. Hawkins*, 73 So. 973; *Western Union Telegraph Co. v. Brown*, 234 U. S. 542, 547. But there is no federal rule governing the elements of damages, and no federal common law, so the state law remains in force. *Western Union Telegraph Co. v. Call Publishing Co.*, 181 U. S. 92. See 30